

ORIGINAL

Randy Fortunato  
2166 Sunset Vista Avenue  
Henderson, Nevada 89052  
Phone 702-492-6699

2011 JUL 29 P 3:55

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

Randy Fortunato,

Plaintiff,

vs.

CAVALRY PORTFOLIO

SERVICES, LLC, Robertino Gooding, and

DOES 1-100

Defendant

Case No.:

11CV00231-PMP-LRL

2:11-cv-01231-PMP -LRL

COMPLAINT

Plaintiff, Randy Fortunato, hereby sues Defendant(s), CAVALRY PORTFOLIO SERVICES, LLC: and claims:

**PRELIMINARY STATEMENT**

This is an action for actual damages brought for damages for violations of the FAIR DEBT COLLECTION PRACTICES ACT (FDCPA) 15 U.S.C. §1692 *et seq.* and the FAIR CREDIT REPORTING ACT ( FCRA ) 15 U.S.C. § 1681 *et seq.*

## JURISDICTION AND VENUE

1) The jurisdiction of this Court is found in 15 U.S.C. 1692 G § 809 (B) and pursuant to:

- a) 15 U.S.C. § 1692k (d), wherein an action to enforce any liability created by this subchapter may be brought in any appropriate United States District court without regard to the amount in controversy, or in any other court of competent jurisdiction, within one year from the date on which the violation occurs. and
- b) 28 U.S.C. § 1367 for pendent state law claims wherein this Honorable forum has supplemental jurisdiction for the authority of United States federal courts to hear additional claims substantially related to the original claim even though the court would lack the subject-matter jurisdiction to hear the additional claims independently.
- c) Venue is proper in this Circuit pursuant to 28 U.S.C. §1391(b).
- d) This is an action for damages which exceed \$5,000.00.
- e) All conditions precedent to the bringing of this action have been performed, waived or excused.

## PARTIES

- 1) Plaintiff, Randy Fortunato , is a resident of the State of Nevada.
- 2) Defendant, CAVALRY PORTFOLIO SERVICES, LLC, was collecting an un-validated/un-verified debt for BANK OF AMERICA/FIA CARD SERVICES, N.A.
- 3) Defendant, CAVALRY PORTFOLIO SERVICES, LLC is a Debt Collector located in New York.

**DOE DEFENDANTS**

- 1) Plaintiff, Randy Fortunato , is ignorant of the true names and capacities of all potential Defendants and therefore sues these Defendants as Doe. Plaintiff will amend this complaint to allege the true names and capacities of said Doe's, when such information is ascertained.
- 2) Certain of the Doe Defendants, whose identities are currently unknown to Plaintiff, acted as the joint venturers, general partners, co-conspirators, principals, agents, employees, officers, attorneys, accountants, or advisors to the named Defendants herein, and at such time were on notice of facts sufficient to suggest the existence of the improprieties alleged herein to a reasonable and prudent person of the same profession, yet said Defendants assisted the named Defendants either intentionally or negligently, or acted in a legally culpable manner or capacity so as to be jointly and severally liable herein, all as will be alleged with more specificity after discovery in this case.
  - a) Unknown Doe Defendant, CAVALRY PORTFOLIO SERVICES LLC, is not registered as a debt collector on the records of the Nevada Business and Industry.
  - b) Unknown Doe Defendant, CAVALRY PORTFOLIO SERVICES LLC, is an entity foreign to the State of Nevada.

**DEFENDANT'S INDIVISIBLE LIABILITY FOR INDIVISIBLE HARM**

1. Plaintiff, in the instant cause, has suffered harm as the result of the actions of unknown Does.
2. The Defendants and Does have acted in concert and collusion, one with the other, toward a harmful outcome to Plaintiff as alleged *infra*.
3. The alleged harm to Plaintiff is indivisible in its nature and cannot reasonably be apportioned to multiple actors.

- 1 4. In the interest of judicial economy, Plaintiff only included the Defendants who are currently  
2 violating the FDCPA toward the furtherance of the ultimate harm intended by the acts *infra*.

3  
4 **FACTUAL ALLEGATIONS**

- 5 1) On April 23, 2011 Plaintiff pulled a copy of Transunion, Equifax and Experian credit  
6 reports.  
7 2) On or about November, 2010 Defendant initiated a soft pull of Plaintiffs Transunion  
8 credit report without permissible purpose to do so.  
9 3) On or about March 12, 2010 Defendant initiated a hard pull of Plaintiffs Transunion  
10 credit report without permissible purpose to do so.  
11 4) Plaintiffs Transunion credit report reflects, March 2011 and July 2011 as being the dates  
12 Defendant updated the negative information.

13 See Plaintiff's **EXHIBIT "A"**

- 14 5) On or about March 11, 2010 Defendant initiated a hard pull of Plaintiffs Experian credit  
15 report without permissible purpose to do so.  
16 6) On or about March 2010 Defendant began reporting negative information on Plaintiffs  
17 Experian credit report.  
18 7) Plaintiffs Experian credit report reflects March of 2011 as being the date Defendants last  
19 reported the negative information.

20 See Plaintiff's **EXHIBIT "B"**

- 21  
22 8) On or about April 26, 2011, Plaintiff mailed and Defendant received a letter seeking  
23 proper validation of Defendants claim, making Plaintiff aware of its obligations under the  
24 Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (FDCPA), and instructing it  
25 to immediately remove the account from Defendant's credit report.

26 See Plaintiff's **EXHIBIT "C"**

- 27 9) On or about June 27, 2011 Plaintiff received from Defendant a letter reflecting a principal  
28 due: \$5, 103.31, All Other Charges: \$647.24, Balance Due: \$5,750.55. stating; " This  
communication is from a debt collector. This is an attempt to collect a debt and any  
information obtained will be used for that purpose."

See Plaintiff's **EXHIBIT "D"**

- 10) On June 13, 2011 Plaintiff mailed and Defendant received a second and final notice of dispute to validate the alleged debt. Making Defendant aware of Plaintiffs intent to file suit and giving Defendant 10 days to respond, as a means to settle this ongoing alleged debt obligation.

See Plaintiff's **EXHIBIT "E"**

- 11) The Plaintiff denies ever having any contractual agreement for credit, loans or services relationship with the Defendant. Even if the Plaintiff did have such an agreement, which the Plaintiff denies, the alleged debt is not in question here. But the fact as to how it was or was not validated and wrongful actions of the Defendants in an attempt to collect the alleged debt, violated the civil rights of the Plaintiff and the law as outlined in the Fair Debt Collection Practices Act, 15 USC §1601, et seq.

- 1) Defendants, CAVALRY PORTFOLIO SERVICES, LLC violated the **Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §1692** and **The Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 et seq.**
- 2) by willful non-compliance with actions and activities including, but not limited to, the following:

### COUNT I

- 1) Defendants violated **15 U.S.C. §1692e**, by false, deceptive and misleading representation or means in connection with the debt collection.
- a) Defendant, CAVALRY PORTFOLIO SERVICES LLC/and Robertino Gooding while attempting to collect an alleged and unverified debt made false and misleading

1 representations in communications when it misrepresented the party he was collecting  
2 for.

- 3 **b) Defendant failed to validate the debt or demonstrate he was not making false and**  
4 **misleading representations in communications when misrepresenting the alleged creditor.**  
5

6  
7  
8 **COUNT II**

- 9 **1) Defendants violated, 15 U.S.C. §1692e (2) by falsely representing the character, amount, or**  
10 **legal status of any debt.**

- 11 **a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding**  
12 **misrepresented the character amount of an alleged debt when they represented the debt as**  
13 **an obligation to CAVALRY PORTFOLIO SERVICES, LLC. Plaintiff learned and can**  
14 **prove at trial such consumer accounts are sold and securitized. BANK OF**  
15 **AMERICA/FIA CARD SERVICES, N.A. the alleged creditor/ Original Institution has no**  
16 **standing or interest.**  
17

- 18 **b) Defendants failed to validate their claim.**  
19

- 20 **c) Defendant failed to validate the debt or demonstrate the debt was not misrepresented in**  
21 **nature.**

- 22 **d) Preceding count is fully re-alleged and set herein.**  
23

24  
25  
26  
27 **COUNT III**

- 28 **1) Defendants violated, 15 U.S.C. §1692e (2) by falsely representing the legal status of a debt.**

- 1 a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding  
2 misrepresented the legal status of an alleged debt by attempting to presume the alleged  
3 debt was owed to them in the amount of \$5,750.55.
- 4 b) Defendants failed to validate the debt.
- 5 c) Defendants failed to validate the legal status of the debt or demonstrate they were note  
6 holders with an interest.
- 7 d) Preceding counts are fully re-alleged and set herein
- 8
- 9
- 10

11 **COUNT IV**

- 12 1) Defendants violated, 15 U.S.C. §1692f (1) by falsely representing the amount of a debt.
- 13 a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and misrepresented the amount  
14 of the debt by alleging certain sums were due by charging hypothetical interest rates on  
15 an alleged and un-validated debt as reflected in Exhibit D.
- 16 b) Defendants failed to validate the debt.
- 17 c) Defendants failed to validate the amount of the debt or demonstrate interest charged was  
18 a term in the alleged nonexistent agreement.
- 19 d) Preceding counts are fully re-alleged and set herein.
- 20
- 21
- 22

23 **COUNT V**

- 24 1) Defendants, CAVALRY PORTFOLIO SERVICES, LLC violated 15 U.S.C. §1692g(b) by  
25 continuing collection activity after receiving notice of dispute, and failed to provide written  
26 validation of debt before resuming collection activities.
- 27
- 28

1 a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, willfully violated 15 U.S.C.  
 2 §1692 g (b) when Plaintiff sent the first (1<sup>st</sup>) request for validation on April 26, 2011, and  
 3 the second (2<sup>nd</sup>), and final request for validation in accordance with 15 U.S.C. 1692 G §  
 4 809 (b), of the Fair Debt Collection Practices Act,

5 b) The Plaintiff mailed the dispute notices/validation via certified mail to CAVALRY  
 6 PORTFOLIO SERVICES, LLC.

7 c) The first request for validation specifically stated:

8  
 9 *"I must demand proof of this debt, specifically the alleged contract or other*  
 10 *instrument bearing my genuine signature, as well as proof of your authority in*  
 11 *this matter. Absent such proof, you must correct any erroneous information*  
 12 *associated with this account.*

13  
 14 *1. Please evidence if this debt is a taxable gain and reportable to the IRS?*

15 *2. What is your authorization of law for the collection of my personal information?*

16 *3. What is your authorization of law for the collection of this alleged debt?*

17 *4. Please evidence your authorization to do business in this state?*

18 *5. Please evidence proof of the alleged debt, including specifically the alleged*  
 19 *contract or other instrument bearing my genuine signature and the CUSIP*  
 20 *numbers?*

21 *6. Please provide a complete account history, including any charges added for*  
 22 *collection activity.*

23  
 24 *Please be advised that I am requesting validation and competent evidence that I had a*  
 25 *contractual obligation sans consumer protection encumbrance whereby I incurred the*  
 26 *original claims associated with this purported debt."*

27  
 28 d) The second request for validation specifically stated:



"I must demand proof of this debt, specifically the alleged contract or other instrument bearing my genuine signature, as well as proof of your authority in this matter. Absent such proof, you must correct any erroneous information associated with this account.

1. Please evidence if this debt is a taxable gain and reportable to the IRS?
2. What is your authorization of law for the collection of my personal information?
3. What is your authorization of law for the collection of this alleged debt?
4. Please evidence your authorization to do business in this state?
5. Please evidence proof of the alleged debt, including specifically the alleged contract or other instrument bearing my genuine signature and the CUSIP numbers?
6. Please provide a complete account history, including any charges added for collection activity.
7. I do expect a response within 10 days from receipt of this notice. If I do not hear from you, I do intend to follow through and file suit against you.

e) Defendants failed to validate the debt.

f) Defendants have continued collection activities as reflected in Plaintiffs Experian credit report as of July 06, 2011, and Plaintiffs Transunion credit report as of July 12, 2011.

f) Preceding counts are fully re-alleged and set herein.

## COUNT VI

- 1) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding violated 15 U.S.C. §1692 e (10) by using false representation and deceptive means to collect a debt.

- 1 a) Defendant(s), CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding  
2 made false representations with the aid of electronic copies of alleged statements, which  
3 contained inaccurate information contradicting CAVALRY PORTFOLIO SERVICES,  
4 LLC's claim.  
5  
6 b) Defendants relied on electronic copies of statements to create the illusion of an accurate  
7 accounting of a valid in force debt.  
8  
9 c) Defendants failed to validate the debt and relied on the fabrication of evidence in support  
10 of an alleged un-validated debt.  
11  
12 d) Preceding counts are fully re-alleged and set herein.

13 **COUNT VII**

- 14 a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, and Robertino Gooding violated  
15 **15 U.S.C. §1692 f (1)** by attempting to collect an amount not authorized or permitted by law.  
16  
17 a) Plaintiff sought validation of the alleged agreement from the Defendants.  
18  
19 b) The alleged debt was more than five-hundred dollars (\$500.00).  
20  
21 c) Plaintiff disputed the validity of his genuine signature on the alleged agreement  
22 demanding strict proof.  
23  
24 d) Defendants failed to validate the legal status of the debt or demonstrate they were note  
25 holders with an interest, or that a contract or agreement existed and it was permitted by  
26 law.  
27  
28 e) Preceding counts are fully re-alleged and set herein.

**COUNT VIII**

1) Defendants violated § 809 by claiming, attempting or threatening to enforce a debt when such persons knew that the debt was not legitimate.

a) Defendants, CAVALRY PORTFOLIO SERVICES, LLC, in an attempt to collect an illegitimate debt obfuscated the Parties to create confusion and avoid culpability for the collection of an illegitimate debt.

b) Defendants failed to validate the debt.

c) Defendants failed to validate the legitimacy of the debt.

d) Preceding counts are fully re-alleged and set herein.

#### COUNT IX

1) Defendant violated 15 U.S.C. §1682 e (8) by communicating false credit information to Experian and Transunion about Plaintiff.

a) On or about 3/2010 without first communicating with Plaintiff, Defendant caused a collection account, number, to be placed on Plaintiff's Trans Union and Experian credit reports, thereby reducing his credit score.

b) Defendant updated Plaintiffs Transunion report in July 2011, stating it is an open account, as reflected in the Exhibit.

c) Defendant failed to validate the debt.

d) Defendants failed to validate the legitimacy of the debt.

e) Preceding counts are fully re-alleged and set herein.

#### COUNT X

- 2) Defendant violated 15 U.S.C. §1682 e (8) by communicating false credit information to Experian and Transunion without permissible purpose.
- 3) On or about 3/2010 without first communicating with Plaintiff, Defendant caused a collection account, number, to be placed on Plaintiff's Trans Union and Experian credit reports, thereby reducing his credit score.
- 4) Defendant updated Plaintiffs Experian report in May 2011, stating it is an open account, as reflected in the Exhibit B.

**See EXHIBIT A, Plaintiff's dispute notice.**

- a) Defendant failed to validate the debt.
- b) Defendants failed to validate the legitimacy of the debt.
- c) Even if Plaintiff did have such an agreement, which Plaintiff denies, the alleged debt is not in question here. But the fact as to how it was or was not validated and wrongful actions of the Defendants in an attempt to collect the alleged debt, violated the civil rights of the plaintiff and the law as outlined in the Fair Debt Collections Act, 15 USC §1601, et seq.
- d) Preceding counts are fully re-alleged and set herein.

**COUNT XI**

- 1) Violation of The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681 willful non-compliance by Defendants, CAVALRY PORTFOLIO SERVICES, LLC
- 2) Preceding counts are fully re-alleged and set herein.
- 3) Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
- 4) Defendants Capital One Bank and Capital One Services are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
- 5) Defendants Capital One Bank and Capital One Services willfully violated the FCRA. Defendants' violations include, but are not limited to, the following:
  - (a) Defendants Capital One Bank and Capital One Services willfully violated 15 U.S.C. §1681s-2(a)(3) by, if the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a

consumer, failing to furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

- (b) Defendants CAVALRY PORTFOLIO SERVICES LLC willfully violated 15 U.S.C. §1681s-2(b)(1)(A) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, negligently failing to conduct an investigation with respect to the disputed information.
- (c) Defendants CAVALRY PORTFOLIO SERVICES, LLC willfully violated 15 U.S.C. §1681s-2(b)(B) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to review all relevant information provided by the consumer reporting agencies.
- (d) Defendants CAVALRY PORTFOLIO SERVICES, LLC willfully violated 15 U.S.C. §1681s-2(b)(C) by, after receiving notice pursuant to § 1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to direct such consumer reporting agencies to delete inaccurate information about the plaintiff pertaining to the account.

## COUNT XII

**6) Violation of the Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681 Negligent non-compliance by Defendants CAVALRY PORTFOLIO SERVICES LLC**

**7) Preceding counts are fully re-alleged and set herein.**

**8) Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).**

**9) Defendants Capital One Bank and Capital One Services are furnishers of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.**

**10) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated the FCRA. Defendants' violations include, but are not limited to, the following:**

- (a) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated 15 U.S.C. §1681s-2(a)(3) by, if the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, failing to furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.
- (b) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated 15 U.S.C. §1681s-2(b)(1)(A) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, negligently failing to conduct an investigation with respect to the disputed information.
- (c) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated 15

U.S.C. §1681s-2(b)(B) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to review all relevant information provided by the consumer reporting agencies.

- (d) Defendants CAVALRY PORTFOLIO SERVICES LLC negligently violated 15 U.S.C. §1681s-2(b)(C) by, after receiving notice pursuant to §1681i of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, failing to direct such consumer reporting agencies to delete inaccurate information about the plaintiff pertaining to the account.

**11) Defendants continue violating federal and state laws at Plaintiff's expense.**

**12) Plaintiff contends that the illegal actions of Defendants CAVALRY PORTFOLIO SERVICES, LLC have harmed the Plaintiff, resulting in credit denials, credit delays, inability to apply for credit, financial loss, loss of use of funds, mental anguish, humiliation, a loss of reputation, and expenditures for attorney's fees and costs.**

**WHEREFORE, Plaintiff demands judgment for damages against Defendants CAVALRY PORTFOLIO SERVICES, LLC for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681o and 15 U.S.C. §1681o.**

### **COUNT XIII**

**14) Defendants violated § 604. Permissible purposes of consumer reports [15 U.S.C. § 1681b]**

(a) In accordance with the written instructions of the consumer to whom it relates, No permissible purpose to pull the report. On or about March of 2010 the Defendant preformed a inquiry into the Plaintiffs Transunion and Experian report. The Defendant has not provided acceptable proof of any alleged debt subsequently violating the following in the FCRA, There was no authorization by the Plaintiff to pull the report.

(b) Plaintiff contends that the illegal actions of Defendants CAVALRY PORTFOLIO SERVICES, LLC have harmed the Plaintiff, resulting in credit denials, credit delays, inability to apply for credit, financial loss, loss of use of funds, mental anguish, humiliation, a loss of reputation, and expenditures for attorney's fees and costs.

(c) The Plaintiff denies ever having any contractual agreement for credit, loans or services relationship with the Defendant. Even if the Plaintiff did have such an agreement, which the Plaintiff denies, the alleged account is not in question here. But the fact as to how it was or was not verified and wrongful actions of the Defendant in inserting erroneous and inaccurate information and failure

1 to remove the account from the Plaintiffs credit reports, violated the civil rights of the Plaintiff and  
2 the law as outlined in The Fair Credit Reporting Act 15 USC §1681, *et seq.*

3 WHEREFORE, Plaintiff demands judgment for damages against Defendants  
4 CAVALRY PORTFOLIO SERVICES, LLC for actual damages, and attorney's fees and costs,  
5 pursuant to 15 U.S.C. §1681o and 15 U.S.C. §1681o.

6  
7 **RELIEF SOUGHT**

8 WHEREFORE, Plaintiff demands judgment for damages against Defendants  
9 CAVALRY PORTFOLIO SERVICES LLC for actual damages, and attorney's fees and costs,  
10 pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

13  
14 Respectfully submitted this \_\_\_\_\_ day of July, 2011

15  
16  
17 By, 

18 Randy Fortunato, ( Affiant)

19  
20  
21  
22  
23 Randy Fortunato  
24 2166 Sunset Vista Avenue  
25 Henderson, Nevada 89052  
26 702-492-6699  
27  
28

## EXHIBIT A



\*\*\* 237085005-010 \*\*\*

PO Box 2000

Ghester, PA 19022

07/04/2011

TransUnion.

P1KZ5Y00200443-I001941-057572791



RANDY WILLIAM FORTUNATO

2166 SUNSET VISTA AV

HENDERSON, NV 89052

Our investigation of the dispute you recently submitted is now complete. The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the corrected status at the time of investigation.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of any company we may have contacted for information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit  
<http://transunion.com/consumerfags>.

### Investigation Results

ITEM	DESCRIPTION	RESULTS
PERSONAL INFORMATION		NEW INFORMATION BELOW
CAVALRY PORTFOLIO SVCS	# 1389****	NEW INFORMATION BELOW
EQUABLE ASCENT FNCL LLC	# 44508**	NEW INFORMATION BELOW
HOLLIS COBB ASSOCIATES I	# 53600**	NO LONGER ON FILE



File Number: 237085005  
 Page: 1 of 1  
 Date Issued: 07/04/2011

TransUnion.

**Personal Information**

Name: RANDY WILLIAM FORTUNATO

SSN: XXX-XX-7278  
 Date of Birth: 09/1968  
 Telephone: 569-5700  
 Your SSN is partially abbreviated for your protection.

You have been on our files since 05/1988

**CURRENT ADDRESS**

Address: 2166 SUNSET VISTA AV  
 HENDERSON, NV 89052  
 Date Reported: 01/2005

**PREVIOUS ADDRESS**

Address: 2395 PREDERA AV  
 HENDERSON, NV 89052  
 Date Reported: 11/2004  
 Address: 4111 W 166TH ST  
 LAWDALE, CA 90260

Special Notes: If any item on your credit report begins with "MED1", it includes medical information and the data following "MED1" is not displayed to anyone but you except where permitted by law.

**Account Information**

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A	X	OK				
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

**Adverse Accounts**

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors.

**CAVALRY PORTFOLIO SVCS #1389\*\*\*\***

500 SUMMIT LAKE DR  
 STE 4A  
 VALHALLA, NY 10595  
 (800) 501-0909

Balance: \$5,740  
 Date Verified: 06/2011  
 Original Amount: \$5,103  
 Original Creditor: 08 BANK OF AMERICA  
 Past Due: >\$5,712

Pay Status: >COLLECTION ACCOUNT  
 Account Type: OPEN ACCOUNT  
 Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY  
 Remarks: ACCT INFO DISPUTED BY CONSUMR  
 Date placed for collection: 02/2010  
 Estimated date that this item will be removed: 07/2016

**EQUABLE ASCENT FNCL LLC #44508\*\***

1120 W LAKE COOK RD  
 SUITE B  
 BUFFALO GROVE, IL 60089  
 (866) 902-7395

Balance: \$3,162  
 Date Verified: 06/2011  
 Original Amount: \$3,162  
 Original Creditor: 08 CHASE B  
 Past Due: >\$3,162

Pay Status: >COLLECTION ACCOUNT  
 Account Type: OPEN ACCOUNT  
 Responsibility: INDIVIDUAL ACCOUNT

Loan Type: FACTORING COMPANY ACCOUNT  
 Remarks: ACCT INFO DISPUTED BY CONSUMR  
 Date placed for collection: 01/2010  
 Estimated date that this item will be removed: 05/2016

- End of Investigation results -

To view a free copy of your full, updated credit file, go to our website <http://disclosure.transunion.com>

\*\*\* 237085005-018 \*\*\*

PO Box 2000

Chester, PA 19022



07/12/2011 TransUnion.

P1LDI400201753-I007511-059227406



RANDY WILLIAM FORTUNATO

2166 SUNSET VISTA AV

HENDERSON, NV 89052

Our investigation of the dispute you recently submitted is now complete. The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the corrected status at the time of investigation.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of any company we may have contacted for information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit  
<http://transunion.com/consumerfags>.

### Investigation Results

ITEM	DESCRIPTION	RESULTS
CAVALRY PORTFOLIO SVCS	# 1389****	NEW INFORMATION BELOW
EQUABLE ASCENT FNCL LLC	# 44508**	VERIFIED, NO CHANGE

File Number: 237085005  
 Page: 1 of 1  
 Date Issued: 07/12/2011

TransUnion.

Special Notes: If any item on your credit report begins with 'MED1', it includes medical information and the data following 'MED1' is not displayed to anyone but you except where permitted by law.

## Account Information

The key to the right helps explain the payment history information contained in some of the accounts below. Not all accounts will contain payment history information, but some creditors report how you make payments each month in relation to your agreement with them.

N/A	X	OK	30	60	90	120
Not Applicable	Unknown	Current	30 days late	60 days late	90 days late	120 days late

## Adverse Accounts

The following accounts contain information which some creditors may consider to be adverse. Adverse account information may generally be reported for 7 years from the date of the first delinquency, depending on your state of residence. The adverse information in these accounts has been printed in brackets or is shaded for your convenience, to help you understand your report. They are not bracketed or shaded this way for creditors.

### CAVALRY PORTFOLIO SVCS #1389\*\*\*

500 SUMMIT LAKE DR  
 STE 4A  
 VALHALLA, NY 10595  
 (800) 501-0909

Balance: \$5,777  
 Date Verified: 07/2011  
 Original Amount: \$5,103  
 Original Creditor: 08 BANK OF AMERICA  
 Past Due: >\$5,777<

Pay Status: >COLLECTION ACCOUNT<  
 Account Type: OPEN ACCOUNT  
 Responsibility: INDIVIDUAL ACCOUNT

Loan Type: COLLECTION AGENCY/ATTORNEY  
 Remarks: ACCT INFO DISPUTED BY CONSUMR  
 Date placed for collection: 02/2010  
 Estimated date that this item will be removed: 06/2016

### EQUABLE ASCENT FNCL LLC #44508\*\*

1120 W LAKE COOK RD  
 SUITE B  
 BUFFALO GROVE, IL 60089  
 (866) 902-7395

Balance: \$3,162  
 Date Updated: 07/2011  
 Original Amount: \$3,162  
 Original Creditor: 08 CHASE BANK  
 Past Due: >\$3,162<

Pay Status: >COLLECTION ACCOUNT<  
 Account Type: OPEN ACCOUNT  
 Responsibility: INDIVIDUAL ACCOUNT

Loan Type: FACTORING COMPANY ACCOUNT  
 Remarks: ACCT INFO DISPUTED BY CONSUMR  
 Date placed for collection: 01/2010  
 Estimated date that this item will be removed: 05/2016

- End of investigation results -

To view a free copy of your full, updated credit file, go to our website <http://disclosure.transunion.com>



## EXHIBIT C

USPS CERTIFIED MAIL TRACKING NO 7010 1000 0001 7017 0000

CAVALRY PORTFOLIO SERVICES, LLC  
500 Summit Drive Suite 4a  
Valhalla, NY. 10595

Randy Fortunato  
2166 Sunset Vista Ave  
Henderson, NV. 89052  
(702) 569-5700

April 23, 2011

**DEBT VALIDATION AND VERIFICATION  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL  
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

Attn: Unknown-Debt Collector  
Re: "your account" 1389  
Re: "Your Balance:" \$5,641

Greetings,

After reviewing a copy of my credit file I have discovered a negative entry by CAVALRY PORTFOLIO SERVICES, LLC. By what authority did you report this derogatory information?

Who are you? Where did you get my personal information? No contract exists between CAVALRY PORTFOLIO SERVICES, LLC and Randy Fortunato.

Your attention to this notice is important for liability purposes should there be a jury trial to contest these matters or should you attempt to defraud me or violate my rights.

Be advised that it is not now nor has it ever been my intention to refuse to pay any legal obligation I might lawfully owe. However, this notice is being sent pursuant to the Fair Debt Collection Practices Act, 15 USC 1692g (Sec. 809) that your claim is disputed and validation and verification is requested.

I must demand proof of this debt, specifically the alleged contract or other instrument bearing my genuine signature, as well as proof of your authority in this matter. Absent such proof, you must correct any erroneous information associated with this account.

Please provide the following information:

1. Please evidence if this debt is a taxable gain and reportable to the IRS?
2. What is your authorization of law for your collection of my personal information?
3. What is your authorization of law for your collection of this alleged debt?
4. Please evidence your authorization to do business or operate in this state.
5. Please evidence proof of the alleged debt, including specifically the alleged contract or other instrument bearing my genuine signature and the CUSIP numbers.
6. Please provide a complete account history, including any charges added for collection activity.



USPS CERTIFIED MAIL TRACKING No 7010 1060 0001 4814 8096

I do expect a response to this notice and you have thirty (30) days from receipt of this notice to respond. However, your failure to respond, on point, in writing, hand signed, and in a timely manner, will work as a waiver to any and all of your claims in this matter, and will entitle me to presume that you placed this on my credit report(s) in error and that this matter is permanently closed. Provide the proof, or correct the record and remove this invalid debt from all sources to which you have reported it.

For the purposes of 15 USC 1692 et seq., this Notice has the same effect as a dispute to the validity of the alleged debt and a dispute to the validity of your claims. This Notice is an attempt to correct your records, and any information received from you will be collected as evidence should further action be necessary.

Contacting me after receipt of this notice without providing procedurally proper validation and verification of the alleged debt constitutes a scheme of fraud by advancing a writing that you know or should know is false, with the intention that the courts and/or others rely on the written communication to impair or damage my credit rating, my reputation, my standing in the community as well as intentionally inflicting financial and emotional harm upon me. And I will use all the laws available to me to seek lawful remedy if necessary. I take this notice, and my rights, very seriously and expect you to do the same. You may want to obtain a legal opinion on this, but I believe that would constitute a scheme of fraud if this debt were to be resold; assuming that CAVALRY PORTFOLIO SERVICES, LLC has in fact purchased evidence of debt in this matter.

This response will constitute my effort to resolve this debt claim between the parties involved. Until full disclosure is achieved, there can be no case, collection or action. "No civil or criminal cause of action can arise lest, out of fraud, there be a valid, honest contract." See Eads v. Marks 249 P. 2d 257, 260.


Govern yourself accordingly,

Done this 26TH Day of April, 2011

By: /s/ *Randy Fortunato*

USPS CERTIFIED MAIL TRACKING No 7010 1060 0001 4814 8096

I declare under penalties of perjury in accordance with the laws of the United States of America Title 28 U.S.C. § 1746(1) the foregoing is true and correct and is admitted when not rebutted, so help me.

By: 

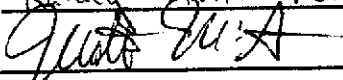
**ACKNOWLEDGEMENT OF NOTARY**

State Of Nevada

County Of Clark

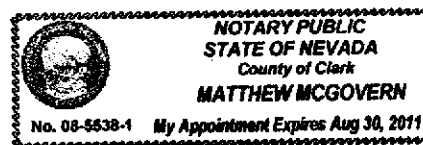
This foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2011,

By, Randy William Fortunato

  
Notary Public

SEAL

My Commission Expires: Aug 30, 2011

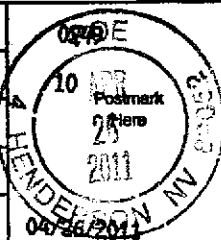


U.S. Postal Service  
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**OFFICIAL USE**

Postage	\$	\$0.44
Certified Fee		\$2.85
Return Receipt Fee (Endorsement Required)		\$2.30
Restricted Delivery Fee (Endorsement Required)		\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$</b>	<b>\$5.59</b>



CAVALRY  
 PORTFOLIO SERVICES  
 Street Apt. No.:  
 500 SUMMIT LAKE DR. #4A  
 City, State ZIP+4  
 VALHALLA NY 10595

PS Form 3800, August 2006

See Reverse for Instructions

[Customer Service](#)[USPS Mobile](#)[Register / Sign In](#)[Search USPS.com or Track Packages](#)[Quick Tools](#)[Ship a Package](#)[Send Mail](#)[Manage Your Mail](#)[Shop](#)[Business Solutions](#)

## Track & Confirm

You entered: 70101060000148148096

**Status: Delivered**

Your item was delivered at 12:12 pm on May 02, 2011 in VALHALLA, NY 10595.  
Additional information for this item is stored in files offline.

Additional information for this item is stored in files offline. You may request that the additional information be retrieved from the archives, and that we send you an e-mail when this retrieval is complete. Requests to retrieve additional information are generally processed within four hours. This information will remain online for 30 days.

☐ I would like to receive notification on this request

**Find Another Item**

What's your label (or receipt) number?

**LEGAL**

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## EXHIBIT D



500 Summit Lake Dr. Suite 400, Valhalla, NY 10595-1340 PO Box 1030, Hawthorne, NY 10532 (800) 501-0809  
(914) 347-1973 (FAX)

JUNE 21, 2011

RANDY W FORTUNATO  
2166 SUNSET VISTA AVE

HENDERSON NV 89052-2379

RE:	Original Institution:	Bank of America/FIA Card Services, N.A.
	Original Account Number:	5490330478694182
	Cavalry Reference Number:	13895425
	Principal Due:	\$ 5,103.31
	All Other Charges:	\$ 647.24
	Balance Due:	\$ 5,750.55

Dear RANDY W FORTUNATO:

Per your request, please find enclosed the verification of your debt.

Cavalry is committed to working with you. You may contact us at 866-483-5139 from 9:00am to 5:00pm, Eastern Time, Monday through Friday. If you prefer, you may reach me directly at extension 13431.

Sincerely,

Robertino Gooding

Cavalry Portfolio Services, LLC

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

13895425

**Cover Page**

**Bank of America**Prepared for: **RANDY W FORTUNATO**Account Number: **5490 3304 7868 4182**

January 2010 Statement

Credit Line: **\$5,000.00**

Cash or Credit Available:

**Account Information****Summary of Transactions**

Previous Balance	\$4,983.37
Payments and Credits	\$0.00
Purchases and Adjustments	\$78.00
Periodic Rate Finance Charges	\$41.94
Transaction Fee Finance Charges	\$0.00
<b>New Balance Total</b>	<b>\$5,103.31</b>

**Billing Cycle and Payment Information**

Days in Billing Cycle	33
Closing Date	01/12/10
Payment Due Date	02/08/10
Current Payment Due	\$131.00
Past Due Amount	\$781.00
Total Minimum Payment Due	\$131.00

**Customer Service**

For information on your Account visit:  
[www.bankofamerica.com](http://www.bankofamerica.com)  
 Call toll-free 1-800-788-8885  
 TDD hearing-impaired 1-800-346-3178

**Make Payments to:**

BANK OF AMERICA  
 P.O. BOX 801200  
 LOS ANGELES, CA 90030-1200

**Make Savings Inquiries to:**

BANK OF AMERICA  
 P.O. BOX 15026  
 WILMINGTON, DE 19850-5026

**Transactions**

Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 01/08		01/08	01/08	4888		\$9.00
OVERLIMIT FEE (BASED ON BALANCE 5,022.37)		01/12	01/08	D/27		\$9.00

YOUR ACCOUNT IS OVERLIMIT.  
 TO AVOID AN OVERLIMIT FEE  
 ON YOUR NEXT STATEMENT, WE  
 MUST RECEIVE A CONFORMING  
 PAYMENT, THAT BRINGS AND  
 KEEPS YOUR ACCOUNT BALANCE  
 BELOW THE CREDIT LINE,  
 WITHIN 27 DAYS OF THE ABOVE  
 STATEMENT CLOSING DATE,  
 AND NOT GO OVERLIMIT AGAIN.

**Important Information About Your Account**

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

**Finance Charge Schedule**

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.026315% V	9.24%	S	\$4,755.78
Cash Advances		0.052712% V	19.24%	S	\$0.00
Purchases		0.026315% V	9.24%	S	\$264.39

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

9.24%

APR Type Definitions: Daily Interest Rate Type: V- Variable Rate (Interest Rate may vary); APR Type: S- Standard APR (APR normally in effect)

10 0051033100091200000047000005490330478684182

BANK OF AMERICA  
 P.O. BOX 801200  
 LOS ANGELES, CA 90030-1200

RANDY W FORTUNATO  
 2166 SUNSET VISTA AVE  
 HENDERSON NV 89052-2379

☐ Check here for a change of mailing address or phone number(s).  
 Please provide all corrections on the reverse side.

**Payment Information**ACCOUNT NUMBER: **5490 3304 7868 4182**NEW BALANCE TOTAL: **\$5,103.31**PAYMENT DUE DATE: **02/08/10**

MINIMUM PAYMENT  
 \$131.00

Enter Payment Amount in Amount

\$

Mail this payment coupon along with a  
 check or money order payable to: BANK OF AMERICA

15240222501 15870478694182F



USE211 Rev. 04/08

**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0212 Monday-Thursday 9am-9pm (Eastern Time), Friday 9am-7pm (Eastern Time) and Saturday 9am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: \_\_\_\_\_  
 Transaction Date: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
 Amount \$: \_\_\_\_\_ Disputed Amount \$: \_\_\_\_\_

Account Number: \_\_\_\_\_  
 Reference Number: \_\_\_\_\_  
 Merchant Name: \_\_\_\_\_

- ☐ 1. The amount of the charge was incorrect from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit my account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing from the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ \_\_\_\_\_ Reference # \_\_\_\_\_  
 Sale #2 \$ \_\_\_\_\_ Reference # \_\_\_\_\_

- ☐ 8. I notified the merchant on \_\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (recurring). Please note cancellation 8 and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation 8: \_\_\_\_\_

- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_\_ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants please provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
 Best contact telephone #: \_\_\_\_\_ Home: \_\_\_\_\_

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Airm Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

**GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

\*\* If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*\*\*\*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

**PAYMENTS**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_

**Bank of America**Prepared for: **RANDY W FORTUNATO**

February 2009 Statement

Account Number: 5490 3304 7889 4182

Credit Line: \$5,000.00  
Cash or Credit Available: \$287.38**Customer Service**

For information on your account visit:

www.bankofamerica.com  
Call toll-free 1-800-768-6685  
TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA  
P.O. BOX 851001  
DALLAS, TX 75285-1001

Mail Billing Inquiries to:

BANK OF AMERICA  
P.O. BOX 18028  
WILMINGTON, DE 19860-5028**Account Information**

Summary of Transactions	
Previous Balance	\$4,834.98
Payments and Credits	- \$223.82
Purchases and Adjustments	+ \$0.00
Minimum Finance Charges	+ \$1.50
Transaction Fee Finance Charges	+ \$0.00
<b>New Balance Total</b>	<b>\$4,712.64</b>

**Billing Cycle and Payment Information**

Days in Billing Cycle	29
Closing Date	02/10/09
Payment Due Date	03/08/09
Current Payment Due	\$48.00
Past Due Amount	+ \$0.00
<b>Total Minimum Payment Due</b>	<b>\$ 48.00</b>

**Transactions**

	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits						
LATE CHARGE ADJUSTMENT		01/28	01/28	1487		39.00 CR
PROMO RATE FINANCE CHARGE ADJ		01/27	01/13			48.82 CR
PAYMENT - THANK YOU		02/04				136.00 CR

**Important Information About Your Account**

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1-866-297-9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160018.

MAKE BUDGETING AND TAX PREPARATION EASIER WITH THE 2008 YEAR-END SUMMARY. ORDER THIS DETAILED SPENDING SUMMARY FOR \$9.95 BY CALLING 1-866-491-1141.

HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT. LEARN MORE AT WWW.BANKOFAMERICA.COM/TODAY

10 0047126400004800000136000005490330478694182

BANK OF AMERICA  
P.O. BOX 851001  
DALLAS, TX 75285-1001

RANDY W FORTUNATO  
2166 SUNSET VISTA AVE  
HENDERSON NV 89052-2379-663

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

**Payment Information**

ACCOUNT NUMBER: 5490 3304 7889 4182

NEW BALANCE TOTAL: \$4,712.64

PAYMENT DUE DATE: 03/08/09

TOTAL MINIMUM  
PAYMENT DUE  
\$48.00

Enter Payment Amount Electronically

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

15240222501 15870478694182

**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

USE211 Rev. 04/08

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0212 Monday-Thursday 8am-5pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: \_\_\_\_\_  
 Transaction Date: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
 Amount \$: \_\_\_\_\_ Disputed Amount \$: \_\_\_\_\_

Account Number: \_\_\_\_\_  
 Reference Number: \_\_\_\_\_  
 Merchant Name: \_\_\_\_\_

- ☐ 1. The net cost of the charge was incorrect from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have received the merchandise that was to be shipped to me on \_\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit my account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ \_\_\_\_\_ Reference # \_\_\_\_\_  
 Sale #2 \$ \_\_\_\_\_ Reference # \_\_\_\_\_

- ☐ 8. I notified the merchant on \_\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (recurring). Please note cancellation fee and if available, attach a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation fee: \_\_\_\_\_

- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_\_ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.

- ☐ 10. I certify that I do not recognize the transaction. Merchants please provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.

- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
 Best contact telephone #: \_\_\_\_\_ Home #: \_\_\_\_\_

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Atria Billing Inquiries, P.O. Box 15016, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

**GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer (1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and (2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

\*\* If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*\*\*" symbol, then with respect to those balances: (1) the 0% Promotional Rate will expire at the end of the next billing cycle; and (2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGES**

**Average Balance Method** (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

**Average Daily Balance Method** (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

**PAYMENTS**

We credit payments as of the date received, if the payment is (1) received by 5 p.m. (Eastern Time), (2) received at the address shown in the bottom left-hand corner of the front of this statement, (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and (4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

**TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION**

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charge, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

**HOW WE ALLOCATE YOUR PAYMENTS**

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

**Payment Due Dates and Keeping Your Account in Good Standing**

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overdraft fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

**Important Information about Payments by Phone**

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

**MISCELLANEOUS**

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code &amp; Home Phone \_\_\_\_\_

Area Code &amp; Work Phone \_\_\_\_\_

Prepared for: **RANDY W FORTUNATO**

February 2009 Statement

Account Number: **5480 3304 7889 4182**Credit Line: **\$5,000.00**Cash or Credit Available: **\$287.38****Finance Charge Schedule**

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370% V	9.99%	S	
Offer BLBV-5600XN	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.054767% V	19.99%	S	
Purchases		0.027370% V	9.99%	S	

**Annual Percentage Rate for this Billing Period:****106.54%**

(Includes Minimum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; Daily Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time or eligible transactions)

**Bank of America**Prepared for: **RANDY W FORTUNATO**Account Number: **5490 3304 7889 4182**

March 2009 Statement

Credit Line: **\$5,000.00**  
Cash or Credit Available: **\$333.86**

## Customer Service

## For information on Your Account Visit

www.bankofamerica.com  
Call toll-free 1-800-789-6886  
TDD hearing-impaired 1-800-346-3178

## Mail Payments to:

BANK OF AMERICA  
P.O. BOX 851001  
DALLAS, TX 75285-1001

## Mail Billing Inquiries to:

BANK OF AMERICA  
P.O. BOX 15028  
WILMINGTON, DE 19850-5028

## Account Information

## Summary of Transactions

Previous Balance	\$4,712.64
Payments and Credits	- \$48.00
Purchases and Adjustments	+ \$0.00
Minimum Finance Charges	+ \$1.50
Transaction Fee Finance Charges	+ \$0.00
<b>New Balance Total</b>	<b>\$4,666.14</b>

## Billing Cycle and Payment Information

Days in Billing Cycle	29
Closing Date	03/11/09
Payment Due Date	04/04/09
Current Payment Due	\$48.00
Past Due Amount	+ \$0.00
<b>Total Minimum Payment Due</b>	<b>\$ 48.00</b>

## Payments and Credits

PAYMENT

Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
	02/23				48.00 CR

## Pay Your Bill Quickly with the Pay by Phone Service

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CDP# 160016.

TAX TIME IS HERE! CALL 1-866-491-1142 FOR DELIVERY OF THE 2008 YEAR-END SUMMARY WITHIN 4 BUSINESS DAYS FOR ONLY \$19.95.

HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT. LEARN MORE AT WWW.BANKOFAMERICA.COM/TODAY

## Interest Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.027370% V	9.99%	S	
Offer BLBV-66DXN	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.054767% V	19.99%	S	
Purchases		0.027370% V	9.99%	S	

Annual Percentage Rate for this Billing Period:

1144.20%

(Includes Minimum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; Daily Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)

10 0046661400004800000048000005490330478694182

BANK OF AMERICA  
P.O. BOX 851001  
DALLAS, TX 75285-1001

RANDY W FORTUNATO  
2166 SUNSET VISTA AVE  
HENDERSON NV 89052-2379-663

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

## Payment Information

ACCOUNT NUMBER: **5490 3304 7889 4182**NEW BALANCE TOTAL: **\$4,666.14**PAYMENT DUE DATE: **04/04/09**

Enter Payment Amount Shown:

TOTAL MINIMUM  
PAYMENT DUE  
**\$48.00**

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

15240222501 15870478694182



**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

USE211 Rev. 04/08

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0212 Monday-Thursday 9am-7pm (Eastern Time), Friday 9am-7pm (Eastern Time) and Saturday 9am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: \_\_\_\_\_  
 Transaction Date: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
 Amount \$: \_\_\_\_\_ Disputed Amount \$: \_\_\_\_\_

Account Number: \_\_\_\_\_  
 Reference Number: \_\_\_\_\_  
 Merchant Name: \_\_\_\_\_

- ☐ 1. The amount of the charge was increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_\_ (MM/DD/YY). I have advised the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed.
- ☐ 5. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did agree in the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ \_\_\_\_\_ Reference # \_\_\_\_\_  
 Sale #2 \$ \_\_\_\_\_ Reference # \_\_\_\_\_

- ☐ 8. I notified the merchant on \_\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: \_\_\_\_\_

- ☐ 9. Although I did agree in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_\_ (MM/DD/YY) were not as expected or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants must provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
 Best contact telephone #: \_\_\_\_\_ Home: \_\_\_\_\_

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Acorn Billing Inquiries, P.O. Box 15826, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

**GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off events" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*\*\*\*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

**PAYMENTS**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_

**Bank of America**Prepared for: **RANDY W FORTUNATO**Account Number: **5490 3304 7889 4182**

April 2009 Statement

Credit Line: **\$5,000.00**  
Cash or Credit Available: **\$380.38****Customer Service**

For information on Your Account Visit:

www.bankofamerica.com

Call toll-free 1-800-768-6868

TDD hearing-impaired 1-800-348-3178

Mail Payments to:

BANK OF AMERICA

P.O. BOX 851001

DALLAS, TX 75285-1001

Mail Billing Inquiries to:

BANK OF AMERICA

P.O. BOX 18028

WILMINGTON, DE 19850-5028

**Account Information****Summary of Transactions**

Previous Balance	\$4,685.14
Payments and Credits	\$48.00
Purchases and Adjustments	\$0.00
Minimum Finance Charges	\$1.50
Transaction Fee Finance Charges	\$0.00
<b>New Balance Total</b>	<b>\$4,619.84</b>

**Billing Cycle and Payment Information**

Days in Billing Cycle	29
Closing Date	04/09/09
Payment Due Date	05/06/09
Current Payment Due	\$47.00
Past Due Amount	\$0.00
<b>Total Minimum Payment Due</b>	<b>\$47.00</b>

Payments and Credits	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
PAYMENT - THANK YOU		03/23				48.00 CR

**Information About Your Account**

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.888.297.9256 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

YOU'VE BEEN ISSUED A CUSTOMER THANK-YOU. GO TO [WWW.MYBONUSCENTER.COM/44827](http://WWW.MYBONUSCENTER.COM/44827) FOR DETAILS AND TO MAKE YOUR SELECTIONS. ACT NOW BEFORE IT EXPIRES ON JUNE 5, 2009.

ENJOY SPECIAL DISCOUNTS AT [HERTZ.COM](http://HERTZ.COM) WHEN YOU USE CDP# 160016.

HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT. LEARN MORE AT [WWW.BANKOFAMERICA.COM/TODAY](http://WWW.BANKOFAMERICA.COM/TODAY)

**Change Schedule**

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.025315% V	9.24%	S	
Offer BLBY-56D0N	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.052712% V	19.24%	S	
Purchases		0.025315% V	9.24%	S	

Annual Percentage Rate for this Billing Period: **599.34%**  
(Includes Minimum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Promotional Transaction Types: BT = Balance Transfer, CB = Check treated as Balance Transfer, DB = Direct Deposit treated as Balance Transfer; Daily Interest Rate Type: V= Variable Rate (Interest Rate may vary); APR Type: S= Standard APR (APR normally in effect), P= Promotional APR (APR for limited time on eligible transactions)

10 0046196400004700000048000005490330478694182

BANK OF AMERICA  
P.O. BOX 851001  
DALLAS, TX 75285-1001

RANDY W FORTUNATO  
2106 SUNSET VISTA AVE  
HENDERSON NV 89052-2379-683

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

**Payment Information**ACCOUNT NUMBER: **5490 3304 7889 4182**NEW BALANCE TOTAL: **\$4,619.84**PAYMENT DUE DATE: **05/06/09**TOTAL MINIMUM  
PAYMENT DUE  
**\$47.00**

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a check or money order payable to: **BANK OF AMERICA**

15240222501 15870478694182

**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

USE211 Rev. 04/08

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

- Your Name: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
 Transaction Date: \_\_\_\_\_ Disputed Amount \$: \_\_\_\_\_  
 Amount \$: \_\_\_\_\_
- ☐ 1. The amount of the charge was incorrect from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unusual delay. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. See #1 \$ \_\_\_\_\_ Reference # \_\_\_\_\_  
 Sale #2 \$ \_\_\_\_\_ Reference # \_\_\_\_\_

- Account Number: \_\_\_\_\_  
 Reference Number: \_\_\_\_\_  
 Merchant Name: \_\_\_\_\_
- ☐ 8. I notified the merchant on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (recurring). Please note cancellation if and if possible, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation is: \_\_\_\_\_
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
 Best contact telephone #: \_\_\_\_\_ Home#: \_\_\_\_\_

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Acct. Billing Inquiries, P.O. Box 13026, Wilmington, DE 19830-8026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

**GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portion of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

\*\* If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*\*\*\*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero or the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

**PAYMENTS**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payments shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_

**MISCELLANEOUS**

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.



**Bank of America**

Prepared for: **RANDY W FORTUNATO**  
 Account Number: **5480 3304 7888 4182**

May 2008 Statement  
 Credit Limit: **\$5,000.00**  
 Cash or Credit Available: **\$425.88**

**Account Information****Summary of Transactions**

Previous Balance	\$4,619.84
Payments and Credits	- \$47.00
Purchases and Adjustments	+ \$0.00
Minimum Finance Charges	+ \$1.50
Transaction Fee Finance Charges	+ \$0.00
<b>New Balance Total</b>	<b>\$4,574.14</b>

**Billing Cycle and Payment Information**

Days in Billing Cycle	32
Closing Date	05/11/09
Payment Due Date	06/04/09
Current Payment Due	\$47.00
Past Due Amount	+ \$0.00
<b>Total Minimum Payment Due</b>	<b>\$47.00</b>

**Customer Service****For Information on Your Account Visit:**

www.bankofamerica.com  
 Call toll-free 1-800-788-6868  
 TDD hearing-impaired 1-800-348-3178

**Make Payments to:**

BANK OF AMERICA  
 P.O. BOX 851001  
 DALLAS, TX 75285-1001

**Make Billing Inquiries to:**

BANK OF AMERICA  
 P.O. BOX 15026  
 WILMINGTON, DE 19860-5026

**Transactions**

	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits						
PAYMENT - THANK YOU		04/16				47.00 CR

**Important Information About Your Account**

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.866.297.9258 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE CODE 160018.

HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT. LEARN MORE AT WWW.BANKOFAMERICA.COM/TODAY

**Finance Charge Schedule**

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.025315% V	9.24%	S	
Offer BLBV-56DXN	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.052712% V	19.24%	S	
Purchases		0.025315% V	9.24%	S	

**Annual Percentage Rate for this Billing Period:** 367.15%  
 (Includes Minimum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Promotional Transaction Types: BT - Balance Transfer, CB - Check treated as Balance Transfer, DB - Direct Deposit treated as Balance Transfer; Daily Interest Rate Type: V - Variable Rate (Interest Rate may vary); APR Type: S - Standard APR (APR normally in effect), P - Promotional APR (APR for limited time on eligible transactions)

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BANK OF AMERICA  
 P.O. BOX 851001  
 DALLAS, TX 75285-1001

RANDY W FORTUNATO  
 2166 SUNSET VISTA AVE  
 HENDERSON NV 89052-2379

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

**Payment Information**

**ACCOUNT NUMBER:** 5480 3304 7888 4182

**NEW BALANCE TOTAL:** \$4,574.14

**PAYMENT DUE DATE:** 06/04/09

**Make Payment Amount Known:**  
 \$47.00

**Make Payment Amount Known:**

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

15240222501 15870478694182

USE211 Rev. 04/08

**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0112 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: \_\_\_\_\_  
 Transaction Date: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
 Amount \$: \_\_\_\_\_ Disputed Amount \$: \_\_\_\_\_

Account Number: \_\_\_\_\_  
 Reference Number: \_\_\_\_\_  
 Merchant Name: \_\_\_\_\_

- ☐ 1. The amount of the charge was incorrect from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit my account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter detailing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, received the merchandise on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ \_\_\_\_\_ Reference # \_\_\_\_\_  
 Sale #2 \$ \_\_\_\_\_ Reference # \_\_\_\_\_

- ☐ 8. I notified the merchant on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (recurring). Please note cancellation if and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation is:

- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
 Best contact telephone #: \_\_\_\_\_ Home #: \_\_\_\_\_

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: AIA Billing Inquiries, P.O. Box 13006, Wilmington, DE 19850-9006, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

**GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that begins the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

\*\* If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*\*\*\*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle; and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances ending as of the Closing Date of this statement.

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and add Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

**PAYMENTS**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

**TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION**

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

**HOW WE ALLOCATE YOUR PAYMENTS**

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

**Payment Due Dates and Keeping Your Account in Good Standing**

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

**Important Information about Payments by Phone**

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

**UNUSUAL CIRCUMSTANCES**

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_

**Bank of America**

Prepared for: **RANDY W FORTUNATO**  
 Account Number: **5490 3304 7889 4182**

June 2008 Statement  
 Credit Line: **\$5,000.00**  
 Cash or Credit Available: **\$471.36**

**Customer Service**  
 For information on your Account log:  
[www.bankofamerica.com](http://www.bankofamerica.com)  
 Call toll-free 1-800-789-6886  
 TDD hearing-impaired 1-800-345-3178  
 New Payments to:  
 BANK OF AMERICA  
 P.O. BOX 851001  
 DALLAS, TX 75285-1001  
 New Billing Inquiries to:  
 BANK OF AMERICA  
 P.O. BOX 18026  
 WILMINGTON, DE 19850-5026

**Account Information**

**Summary of Transactions**  
 Previous Balance **\$4,574.14**  
 Payments and Credits **\$47.00**  
 Purchases and Adjustments **\$0.00**  
 Minimum Finance Charges **\$1.50**  
 Transaction Fee Finance Charges **\$0.00**  
 New Balance Total **\$4,528.64**

**Billing Cycle and Payment Information**

Days in Billing Cycle **29**  
 Closing Date **06/09/09**  
 Payment Due Date **07/05/09**  
 Current Payment Due **\$46.00**  
 Past Due Amount **\$0.00**  
 Total Minimum Payment Due **\$46.00**

**Transactions**

	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits		05/26	05/26			47.00 CR
PAYMENT - THANK YOU						

**Important Information About Your Account**

START MANAGING YOUR ACCOUNT THE FAST, EASY WAY AND SIGN-UP FOR ONLINE BANKING AT [BANKOFAMERICA.COM](http://BANKOFAMERICA.COM). ONCE ENROLLED - GO GREEN WITH PAPERLESS STATEMENTS.

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.800.297.9256 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

ENJOY SPECIAL DISCOUNTS AT [HERTZ.COM](http://HERTZ.COM) WHEN YOU USE CDP# 160018.

HELP PROTECT YOUR CREDIT. SIGN UP FOR THE PRIVACY ASSIST PREMIER(TM) SERVICE TO HELP FIGHT IDENTITY THEFT. LEARN MORE AT [WWW.BANKOFAMERICA.COM/TODAY](http://WWW.BANKOFAMERICA.COM/TODAY)

**Finance Charge Schedule**

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.025315% V	9.24%	S	
Offer BLBY-56DXN	BT, CB, DB	0.000000%	0.00%	P	
Cash Advances		0.052712% V	19.24%	S	
Purchases		0.025315% V	9.24%	S	

Annual Percentage Rate for this Billing Period: **308.48%**  
 (Includes Minimum Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Promotional Transaction Types: BT - Balance Transfer, CB - Check treated as Balance Transfer, DB - Direct Deposit treated as Balance Transfer; Daily Interest Rate Type: V - Variable Rate (Interest Rate may vary); APR Type: S - Standard APR (APR normally in effect), P - Promotional APR (APR for limited time on eligible transactions)

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BANK OF AMERICA  
 P.O. BOX 851001  
 DALLAS, TX 75285-1001

RANDY W FORTUNATO  
 2166 SUNSET VISTA AVE  
 HENDERSON NV 89052-2379

☐ Check here for a change of mailing address or phone number.  
 Please provide all corrections on the reverse side.

**Payment Information**

ACCOUNT NUMBER: **5490 3304 7889 4182**

NEW BALANCE TOTAL: **\$4,528.64**

PAYMENT DUE DATE: **07/05/09**

ENTER PAYMENT AMOUNT  
 \$46.00

Enter Payment Amount Elsewhere:

\$

Mail the payment coupon along with a check or money order payable to: BANK OF AMERICA

15240222504 15870478694182

USE211 Rev. 04/08

**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0212 Monday-Thursday 8am-7pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-4pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: \_\_\_\_\_  
 Transaction Date: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
 Amount \$: \_\_\_\_\_ Disputed Amount \$: \_\_\_\_\_

Account Number: \_\_\_\_\_  
 Reference Number: \_\_\_\_\_  
 Merchant Name: \_\_\_\_\_

- ☐ 1. The amount of the charge was incorrect from \$\_\_\_\_\_ to \$\_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attached a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$\_\_\_\_\_ Reference #\_\_\_\_\_  
 Sale #2 \$\_\_\_\_\_ Reference #\_\_\_\_\_

- ☐ 8. I notified the merchant on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (recurring). Please note cancellation is and if possible, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: \_\_\_\_\_

- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
 Best contact telephone #: \_\_\_\_\_ Home #: \_\_\_\_\_

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, ED, Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

**GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

\*\* If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*\*\*\*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

**Average Balance Method (including new Balance Transfers and new Cash Advances):** We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

**Average Daily Balance Method (including new Purchases):** We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

**PAYMENTS**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_

**MISCELLANEOUS**

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

**Bank of America**Prepared for: **RANDY W FORTUNATO**Account Number: **5490 3304 7869 4182**

July 2009 Statement

Credit Limit: **\$6,000.00**Cash or Credit Advances: **\$388.63****Account Information****Summary of Transactions**

Previous Balance	\$4,528.64
Payments and Credits	- \$0.00
Purchases and Adjustments	+ \$39.00
Periodic Rate Finance Charges	+ \$35.73
Transaction Fee Finance Charges	+ \$0.00
<b>New Balance Total</b>	<b>\$4,603.37</b>

**Billing Cycle and Payment Information**

Days in Billing Cycle	31
Closing Date	07/10/09
Payment Due Date	08/09/09
Current Payment Due	\$120.00
Past Due Amount	+ \$46.00
<b>Total Minimum Payment Due</b>	<b>\$166.00</b>

**Customer Service**

For information on your Account visit:

www.bankofamerica.com

Call toll-free 1-800-786-6885

TDD hearing-impaired 1-800-348-3178

Also Payments to:

BANK OF AMERICA

P.O. BOX 851001

DALLAS, TX 75285-1001

Also Billing Inquiries to:

BANK OF AMERICA

P.O. BOX 15026

WILMINGTON, DE 19860-5026

**Transactions**

Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 07/05		07/06	07/06	4528		39.00

**Important Information About Your Account**

YOUR PAYMENT WAS NOT RECEIVED BY THE DUE DATE. TO AVOID FUTURE FEES OR RATE INCREASES, PLEASE MAKE YOUR PAYMENTS ON TIME AND REMAIN UNDER YOUR CREDIT LIMIT. REMEMBER, IF TWICE IN 12 MONTHS YOUR PAYMENT IS RECEIVED AFTER THE DUE DATE AND/OR YOUR CREDIT LIMIT IS EXCEEDED, YOUR APR MAY INCREASE.

START MANAGING YOUR ACCOUNT THE FAST, EASY WAY AND SIGN-UP FOR ONLINE BANKING AT BANKOFAMERICA.COM. ONCE ENROLLED - GO GREEN WITH PAPERLESS STATEMENTS.

PAY YOUR BILL QUICKLY WITH THE PAY BY PHONE SERVICE. CALL 1.888.287.9256 TO USE THE AUTOMATED SERVICE OR DISCUSS OTHER PAYMENT OPTIONS.

**Finance Charge Schedule**

Category	Promotional Transaction Types	Empty Finance Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.026816% V	9.24%	S	\$4,538.21
Cash Advances		0.052712% V	18.24%	S	\$0.00
Purchases		0.026816% V	9.24%	S	\$15.22

Annual Percentage Rate for this Billing Period:

9.23%

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Daily Interest Rate Type: V- Variable Rate (Interest Rate may vary); APR Type: S- Standard APR (APR normally in effect)

10 0046033700016600000047000005490330478694182

BANK OF AMERICA  
P.O. BOX 851001  
DALLAS, TX 75285-1001

RANDY W FORTUNATO  
2100 SUNSET VISTA AVE  
HENDERSON NV 89052-2379

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

**Payment Information**ACCOUNT NUMBER: **5490 3304 7869 4182**NEW BALANCE TOTAL: **\$4,603.37**PAYMENT DUE DATE: **08/09/09**

TOTAL AMOUNT  
PAID BY CARD  
\$166.00

Enter Payment Amount Electronic:

\$

Mail the payment coupon along with a  
check or money order payable to: BANK OF AMERICA

15240222501 15870478694182



USE211 Rev. 04/08

**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0212 Monday-Thursday 9am-5pm (Eastern Time), Friday 9am-7pm (Eastern Time) and Saturday 9am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Check only one dispute reason.

Your Name: \_\_\_\_\_  
 Transaction Date: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
 Amount: \$ \_\_\_\_\_ Disputed Amount: \$ \_\_\_\_\_

Account Number: \_\_\_\_\_  
 Reference Number: \_\_\_\_\_  
 Merchant Name: \_\_\_\_\_

- ☐ 1. The amount of the charge was increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attached is a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did dispute the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a simple transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ \_\_\_\_\_ Reference # \_\_\_\_\_  
 Sale #2 \$ \_\_\_\_\_ Reference # \_\_\_\_\_

- ☐ 8. I notified the merchant on \_\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (recurring). Please note cancellation if and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation is:

- ☐ 9. Although I did dispute in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_\_ (MM/DD/YY) were not provided or were unsatisfactory. Attach a letter describing the services requested, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
 Best contact telephone #: \_\_\_\_\_ Home #: \_\_\_\_\_

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Airm Billing Inquiries, P.O. Box 15006, Wilmington, DE 19858-9026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

**GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

\*\* If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*\*\*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle; and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

**Average Balance Method** (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

**Average Daily Balance Method** (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

**PAYMENTS**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

**TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION**

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charge, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and then result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

**HOW WE ALLOCATE YOUR PAYMENTS**

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

**Payment Due Dates and Keeping Your Account in Good Standing**

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overdraft fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

**Important Information about Payments by Phone**

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

**MISCELLANEOUS**

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_

**Notice of Important Rights**

We are required by law to notify consumers of the following rights. This list does not include a complete list of rights consumers have under state and federal laws.

**In California:** The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**IN COLORADO:** A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COLORADOATTORNEYGENERAL.GOV/CA](http://WWW.COLORADOATTORNEYGENERAL.GOV/CA). Our in-state office address and telephone number is 80 Garden Center, Suite 3 Broomfield, CO 0020, (303) 920-4763.

**IN MASSACHUSETTS:** NOTICE OF IMPORTANT RIGHTS. YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE COLLECTOR. You may contact us by telephone at (866) 483-5139 between 9:00 am and 5:00 pm Eastern Time Monday-Friday or in writing at 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340.

**IN MINNESOTA:** THIS COLLECTION AGENCY IS LICENSED BY THE MINNESOTA DEPARTMENT OF COMMERCE.

**In New York City:** This collection agency is licensed by the New York City Department of Consumer Affairs. The license numbers are 1143718, 126502, 1126497, and 1126494.

**In Tennessee:** This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance.

**In Utah:** As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**In North Carolina:** This collection agency is licensed by the North Carolina Department of Insurance. The license numbers are 3824, 3910, 3911, and 912. Its true name is Cavalry Portfolio Services, LLC. Its true addresses are: (a) 4050 Cotton Center Boulevard, Building 2, Suite 20, Phoenix, Arizona 85040; (b) 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340; (c) 9522 E. 47th Place, Suite H, Tulsa, Oklahoma 74145; and (d) 408 St. Peter Street, St. Paul, Minnesota 55102.

**Privacy Notice**

In accordance with federal regulations, Cavalry is giving you this notice to tell you how we may use non-public personal information about you and your account ("Private Information"). This notice applies whether you are a current or a former customer of Cavalry.

**COLLECTION AND USE OF PRIVATE INFORMATION**

We collect Private Information about you from the following sources:

- ☐ Information we receive from you either directly or indirectly, such as information on applications or other forms, which may include your name, address, social security number and income.
- ☐ Information about your transactions with us or others, such as your account balance and payment history.
- ☐ Information we receive from consumer reporting agencies, such as your credit history and credit worthiness.

**DISCLOSURE OF PRIVATE INFORMATION**

We only disclose information we collect to affiliated and non-affiliated third parties as permitted by the federal Fair Debt Collection Practices Act. We may disclose information we collect to:

- o Credit bureaus
- o The original creditor and entities that have had an ownership interest in your account
- o Entities that provide mailing services on our behalf
- o Entities that provide collection-related services on our behalf
- o Others, such as third parties, when you direct us to share information about you
- o Affiliated and non-affiliated parties if not prohibited by the federal Fair Debt Collection Practices Act or by other applicable laws

**MAINTENANCE OF ACCURATE INFORMATION**

We have established procedures to correct inaccurate information in a timely manner. If you have any reason to believe that our record of your Private Information is incorrect, contact us in writing at 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340. We will investigate the situation and, where appropriate, update our records accordingly.

**PROTECTION OF INFORMATION**

We restrict access to Private Information about you to our employees who need this information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that are consistent with federal standards to guard your Private Information.

For account questions, comments, or general customer service, you may contact us at 800-501-0909 Monday through Thursday from 8:00 am to 9:00 pm Eastern Time, Friday from 8:00 am to 8:00 pm Eastern Time and Saturday from 9:00 am to 2:00 pm Eastern Time, or you may write us at 500 Summit Lake Drive Suite 400 Valhalla, NY 10595-1340.

By sending your check, please be aware that you are authorizing Cavalry Portfolio Services, LLC to use information on your check to

## EXHIBIT E



USPS CERTIFIED MAIL #7011 0470 0003 4181 2638 Return Receipt Requested

CAVALRY PORTFOLIO SERVICES, LLC  
500 Summit Drive Suite 4a  
Valhalla, NY. 10595

Randy Fortunato  
2166 Sunset Vista Ave  
Henderson, NV. 89052  
(702) 569-5700

June 10, 2011

Attn: Unknown-Debt Collector

Re: "your account" 1389

Re: "Your Balance:" \$5,641

## **SECOND NOTICE**

### **FINAL NOTICE**

#### **NOTICE OF DISPUTE, DEBT VALIDATION REQUEST**

After reviewing a copy of my credit file I have discovered a negative entry by CAVALRY PORTFOLIO SERVICES, LLC. By what authority did you report this derogatory information?

Who are you? Where did you get my personal information? No contract exists between CAVALRY PORTFOLIO SERVICES, LLC and Randy Fortunato.

Your attention to this notice is important for liability purposes should there be a jury trial to contest these matters or should you attempt to defraud me or violate my rights.

Be advised that it is not now nor has it ever been my intention to refuse to pay any legal obligation I might lawfully owe. However, this notice is being sent pursuant to the Fair Debt Collection Practices Act, 15 USC 1692g (Sec. 809) that your claim is disputed and validation and verification is requested.

I must demand proof of this debt, specifically the alleged contract or other instrument bearing my genuine signature, as well as proof of your authority in this matter. Absent such proof, you must correct any erroneous information associated with this account.

Please provide the following information:

1. Please evidence if this debt is a taxable gain and reportable to the IRS?
2. What is your authorization of law for your collection of my personal information?
3. What is your authorization of law for your collection of this alleged debt?
4. Please evidence your authorization to do business or operate in this state.
5. Please evidence proof of the alleged debt, including specifically the alleged contract or other instrument bearing my genuine signature and the CUSIP numbers.
6. Please provide a complete account history, including any charges added for collection activity.

I do expect a response within **10 DAYS** from receipt of this notice.  
If I do not hear from you, I do intend to follow through and file suit against you.

Govern yourself accordingly, By: /s/ Randy Fortunato

SEE ATTACHED: COPY OF 1ST NOTICE OF  
DEBT VALIDATION

CC: FILE

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>[Signature]</i></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>6/16</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to: <b>CAVAIRY</b>  <b>PORTFOLIO SERVICES, LLC</b>  <b>500 SUMMIT DRIVE</b>  <b>Suite 4A</b>  <b>VALHALA, NY</b>  <b>10595</b></p>		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7011 0470 0003 4181 2638</p>	
PS Form 3811, February 2004		Domestic Return Receipt	
		102596-02-M-54	

U.S. Postal Service<sup>®</sup>

**CERTIFIED MAIL<sup>™</sup> RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

UNOFFICIAL USE

Postage	\$ 00.44	<p>02498</p> <p>07</p> <p>Postmark Here</p> <p>06/13/2011</p> <p>CAVAIRY</p>
Certified Fee	\$2.85	
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 05.59	

Sent To: **PORTFOLIO SERVICES, LLC**  
 Street, Apt. No.: **500 SUMMIT DRIVE #4A**  
 City, State, ZIP+4: **VALHALA, NY 10595**

PS Form 3840, August 2006 See Reverse for Instructions